

BY-LAWS

CITY OF BLUE RIDGE DOWNTOWN DEVELOPMENT AUTHORITY CITY OF BLUE RIDGE, GEORGIA

ARTICLE I NAME AND PURPOSE

1 **Section 1. Name.** The name of this body shall be the Downtown Development
2 Authority (the "DDA") of the City of Blue Ridge, Georgia.

3
4 **Section 2. Purpose.** The purpose of the DDA is to stimulate and sustain economic
5 development in downtown City of Blue Ridge by encouraging cooperation and
6 building leadership; by advancing a positive image of downtown and promoting it
7 as an exciting place to live, shop, and invest; by sustaining and improving the
8 appearance of downtown; and by strengthening and expanding the economic base
9 of downtown. The DDA serves non-profit and public purposes and is an institution
10 of purely public charity.

11
12 **Section 3. Effective uses.** The DDA is most effectively used when its financing
13 and project administration abilities are reserved for unusual endeavors which
14 include: 1) complex, unique or special projects which the DDA can concentrate on
15 to the exclusion of other things, 2) enterprises which are essentially entrepreneurial
16 and beyond the range of functions of local government, 3) public/private
17 partnerships, and 4) other uses allowed by law.

18
19 **Section 4. Legal authority.** The DDA was activated pursuant to O.C.G.A. § 36-
20 42-5 via a resolution of the City of Blue Ridge City Council on December 11,
21 2018. (See Exhibit "A" attached hereto). In the event of any conflict between any
22 provision of these bylaws and the December 11, 2018 activation resolution, the
23 provisions of the activating resolution shall govern.

ARTICLE II DIRECTORS AND SERVICE

24
25
26
27
28 **Section 1. Management Powers, Number, Qualification and Term.** The
29 property, affairs and business of the DDA shall be managed by its directors
30 consisting of seven persons, appointed by city council from time to time as
31 provided by law (O.C.G.A. § 36-41-1). The qualifications of the directors shall be

as provided by law. Directors shall be appointed for a four-year term or to fulfill an unexpired term and terms shall coincide with established terms for Seats 1-7.

Section 2. Powers. The directors shall have such power and authority as is conferred upon them by O.C.G.A. § 36-41-1 et seq., as limited by the Resolution activating the DDA, as the same now exists or may hereafter be amended, and such other power and authority as may be contained under the Constitution and the Laws of the State of Georgia as the same may now or hereafter exist.

Section 3. Conditions of Service. No director shall receive compensation for services but may be reimbursed for reasonable expenses incurred in the performance of director duties. Directors must sign an Oath of Office and be bound by these Bylaws. By executing the Oath of office, or by agreeing to serve as a Director, a Director waives any and all legal challenges to any term or condition set forth in the December 11, 2018 activating Ordinance. However, a Director retains the right to legally challenge any removal or suspension.

Section 4. Director Resignation. Any director may resign by giving notice in writing to the Chair of the DDA and the City Council. Such resignations take place as specified in the resignation and upon acceptance by the City Council.

Section 5. Director Removal. A director is subject to removal or suspension for causes set forth in the activating Resolution dated December 11, 2018 attached hereto as Exhibit "A" and incorporated by reference.

Section 6. Vacancies. A seat on the DDA shall be considered vacant upon the expiration of a term, resignation, death, or removal of a member. At the end of any term of office, if a successor has not been appointed, the director whose term of office has expired shall continue to hold the office until his successor is appointed. Any person appointed to fill the unexpired term of a director shall serve to the end of the unexpired term.

Section 7. Conflict of Interest. Directors shall not use their position to influence the DDA's decisions or discussions where they have a material financial interest; or where there is an organizational responsibility or personal relationship interest which may result in a real or apparent conflict of interest. Directors shall disclose investments, interest in real property or businesses, and sources of income or gifts that may present a conflict of interest. The DDA's determination of conflict of interest regarding a director's financial, organizational or personal interest shall be final and not subject to review.

72
73
74 **Section 8. Business with a Director.** The DDA may purchase from, sell to,
75 borrow from, loan to, contract with, or otherwise do business with a director or any
76 organization or person with which a director has a substantial interest or
77 involvement provided the director: 1) disclose the interest in advance to the DDA
78 and have such recorded in the minutes, 2) not be present at that portion of a DDA
79 meeting during discussion or decision on the matter and 3) not participate in any
80 DDA decision relating to the matter. A “substantial interest or involvement” shall
81 mean any interest or involvement which reasonably may be expected to result in a
82 direct financial benefit to such director, as determined by the DDA, whose
83 determination shall be final and not subject to review.

84
85 **Section 9. Confidentiality.** No DDA member shall disclose, either during or after
86 tenure, any confidential information obtained as a result of having served on the
87 DDA, without first having obtained the consent of the DDA.

88 89 **ARTICLE III** 90 **MEETINGS**

91
92 **Section 1. Regular Meetings.** The DDA shall meet at a regular time and place
93 established by resolution of the DDA or otherwise adopted by the DDA and
94 approved by the City Council. Notice of this meeting, as well as other public
95 meetings of the DDA, shall be posted in a conspicuous public place at the regular
96 meeting place. All meetings shall be conducted in accordance with the Georgia
97 Open Meetings Act (O.C.G.A. Section 50-14-1 et. seq.)

98
99 **Section 2. Special Meetings.** Special meetings may be held upon the call of the
100 Chairman, Secretary, Treasurer, or any two directors at such time during regular
101 business hours and at such place within the City of Blue Ridge, Georgia, as shall
102 be specified in the notice of such meeting. In the case of a Special Meeting of the
103 DDA, the directors, the public, and the local legal organ shall be given 24 hours
104 notice of this meeting. Any standing committee of the DDA, such as an Executive
105 Committee, may be called by the Chair of the DDA or the Chair of the Committee,
106 and this shall require 24 hours notice to committee members, the public and the
107 local legal organ. No action of any committee or its members shall be binding upon
108 the Authority until such committee actions have been approved by the Authority.
109 Emergency meetings may be called without the 24-hour notice discussed in this
110 Paragraph; however, the emergency must be identified in the minutes and all

reasonable steps shall be taken to notify all the directors, the public and the local legal organ.

Section 3. Closed Meetings. The Chair may call for a closed executive session of the DDA, and no notice is required. Voting on issues discussed in closed executive session must be made by reopening the meeting to the public, or made at a future public meeting, or disclosed in the minutes following resolution of the issue.

Section 4. Annual Meeting. At the first meeting of each calendar year, the DDA shall conduct an annual meeting to establish officers and make financial and operational reports and recommendations necessary for the conduct of the DDA's annual affairs.

Section 5. Quorum. A majority of the directors, at a meeting duly assembled shall constitute a quorum for the transaction of business. A majority is defined as a majority of the legal appointments of directors in effect at the time in which the meeting is called. Any unappointed, vacant or expired seats shall not count towards a majority. Unless otherwise specifically required by statute or these by-laws, the act of a majority of such directors present at a meeting at which a quorum is present shall be the act of the DDA, and if at any meeting of the DDA there shall be less than a quorum, a majority of those present may adjourn the meeting without further notice, until a quorum shall have been obtained.

Section 6. Parliamentary Procedures. In case of dispute concerning parliamentary procedures governing the conduct of meetings of the DDA, Roberts Rules of Order shall govern and the City Attorney and/or acting attorney for the DDA shall rule on any parliamentary procedure question or inquiry. Any director wishing to raise a question of procedure shall state "parliamentary inquiry" and then be recognized to present the question or inquiry to the City Attorney or acting attorney for the DDA.

Section 7. Minutes. Minutes of a regular, special or standing committee meeting must be recorded. Minutes must be made available to the public after they have been approved by the DDA, but no later than immediately following the next regular meeting. Minutes must include the names of the members present at the meeting, a description of each motion or other proposal made and a record of all votes. For a closed executive session, minutes are not required unless land acquisition is discussed, but the reason for closing the open meeting must be reflected in the open meeting minutes.

151
152
153 **Section 8. Telephonic participation.** Upon a motion by the Chair which is duly
154 seconded and approved by a majority of Directors present, a director may
155 participate in discussion and voting telephonically, and shall be considered to have
156 been present at the meeting.

157
158 **Section 9. Nominations of Members.** Prior to the expiration of the term of any
159 director of the DDA, the DDA members and the city council may submit names of
160 nominees to the mayor who will appoint new DDA members with the approval of
161 the Council.

162
163 **ARTICLE IV**
164 **OFFICERS**
165

166 **Section 1. Officers.** Officers of the DDA shall be a Chair and a Vice Chair who
167 shall constitute an Executive Committee. No members shall hold more than one
168 office at a time. The Executive Committee shall meet as needed and particularly in
169 situations requiring timely or urgent actions from the DDA. The directors may
170 elect or appoint a Recording Secretary, who may be, but need not be, a director. A
171 Treasurer may be elected, or the DDA may choose, in agreement with the Mayor
172 and City Council, to allow the city clerk to serve as Treasurer.

173
174 **Section 2. Election and Tenure.** All officers of the DDA shall be directors of and
175 selected by the DDA at the Annual Meeting which shall occur, after the initial
176 meeting, in January of each year. During the last meeting of the DDA each
177 calendar year, nominations shall be made for officers for the upcoming year.
178 Nominations from the floor may also be made at the Annual Meeting. Officers
179 shall be elected by a majority of directors. New officers shall assume office
180 immediately upon election. Officers shall serve for one year and may be re-elected
181 to the same office for no more than two consecutive years. At least one year must
182 expire before a member is re-elected to an office previously held.

183
184 **Section 3. Term and Removal.** All officers shall be elected by and serve at the
185 discretion of the directors and any officer may be removed from office, either with
186 or without cause, at any time, by the affirmative vote of the majority of the
187 directors of the authority then in office. A vacancy in any office because of death,
188 resignation, removal, disqualification or otherwise, shall be filled by the directors
189 for the unexpired portion of the term. Resignation shall be submitted in writing to
190 the Chairman.

191
192
193
194
195
ARTICLE V
OFFICER DUTIES

196 **Section 1. Chair.** The Chair shall be the principal officer of the DDA and shall
197 preside at all meetings. The Chair shall have the authority to sign and execute on
198 behalf of the DDA all documents, notes, contracts and obligations authorized by
199 the DDA. The Chair shall appoint committees and committee chairs as may be
200 necessary. The Chair shall be a member of all committees, except the nominating
201 committee. The Chair, or its designee, shall be responsible to the City Council for
202 reports and information on the DDA. The Chair shall have general oversight and
203 supervision of the finances of the DDA in coordination with the executive director
204 and the city clerk.

205
206 **Section 2. Vice-Chair.** The Vice-Chair shall perform duties such as may be
207 assigned by the Chair. In the absence of the Chair, or in the event of the disability,
208 inability or refusal to act of the Chair, the Vice-Chair shall perform the duties of
209 the Chair.

210
211 **Section 3. Secretary.** The Secretary shall provide for the keeping and reporting of
212 the minutes of meetings of the DDA. The Secretary shall give appropriate notices
213 in accordance with the bylaws and as required by law. The Secretary shall act as
214 custodian of Authority records as well as the Seal of the Authority.

215
216 **Section 4. Treasurer.** The Treasurer shall have the responsibility of keeping
217 financial records and accounts. The Treasurer shall review the DDA's Annual
218 Audit and Annual Budget. The Treasurer shall make reports to the DDA as to its
219 financial condition.

220
221 **Section 5. Assignment of Duties.** The Chair of the DDA may assign other duties
222 to any officer from time to time. Officer duties may be designated to executive or
223 administrative personnel by the DDA as is practical to conduct the daily affairs of
224 the DDA. The DDA may hire, contract or otherwise engage professional, legal and
225 other assistance as needed.

226
227
228
229
ARTICLE VI
EXECUTIVE DIRECTOR

230 **Section 1. Duties.** The Executive Director shall be the primary administrative and
231 executive officer for the DDA. The Executive Director is a non-voting member of
232 the DDA as well as all other committees. The Executive Director shall serve as
233 advisor to the Chair and assist the DDA with issues, policies, reports, information,
234 committees, and actions as needed according to the policies and regulations of the
235 DDA. The Executive Director shall be responsible for hiring, discharging,
236 directing and supervising employees and agents of the DDA. The Executive
237 Director, with the Chair, the Mayor or the Mayor's designee, and the Treasurer,
238 shall prepare an Annual Budget for approval by the DDA. The Executive Director,
239 with the Chair and the Mayor or Mayor's designee, shall draft an Annual DDA
240 Work Plan for review and approval by the DDA.

241
242 **Section 2. Employment.** The Executive Director shall be hired by the DDA and
243 the Mayor. The performance and compensation of the Executive Director shall be
244 reviewed annually by the Executive Committee and the Mayor. The Executive
245 Director may only be terminated by a majority vote of the DDA and the
246 concurrence of the Mayor.

247
248 **Section 3. Spending Authority.** The Executive Director shall have authority for
249 expenditures of up to \$1,000 within amounts authorized in the Annual Budget.
250 Disbursements made by check over \$1,000 must be authorized by both the
251 Executive Director and a member of the Executive Committee.

252 253 **ARTICLE VII** 254 **FISCAL YEAR**

255
256 **Section 1. Time.** The fiscal year of the DDA shall begin on the first day of
257 January of each year and end on the last day of December of each year.

258
259 **Section 2. Annual Meeting.** An annual meeting of the DDA shall be held in
260 January. Notice of the time and place of such meeting shall be given by the
261 Chairman.

262
263 **Section 3. Annual Audit.** The Treasurer shall cause an annual audit of the books
264 of the DDA to be made by the firm which audits the books of the City of Blue
265 Ridge and present such audit to the directors of the DDA. A copy of the audit shall
266 be filed with the State Auditor; if necessary, to comply with the Local Government
267 Financial Management Standards Act (Georgia Laws, 1980, p. 1738).

270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298

ARTICLE VIII
BYLAWS, SEAL, TITLE CONVEYANCE

Section 1. Bylaw Amendments. The by-laws of the DDA shall be subject to alteration, amendment or repeal, and new by-laws not inconsistent with any laws of the State of Georgia creating this DDA may be made by affirmative vote of a majority of the directors then holding office at any regular or special meeting of the directors. Proposed amendments shall be submitted in writing to all directors of the Authority ten (10) days prior to the meeting at which such amendment will be considered. If such written proposed amendment is submitted by mail, it shall be deemed to be delivered when deposited in the United States mail properly addressed and with sufficient postage thereon. Any change to the bylaws must be approved by the City Council and no new provision or amendment shall be effective until such approval by the City Council.

Section 2. Seal. The Seal of the DDA shall consist of an impression bearing the name "Downtown Development Authority of Blue Ridge" around the perimeter and the word "SEAL" and the year of activation in the center thereof.

Section 3. Conveyance of Title. Upon the action of the DDA resolving to convey title or take title to real property, the signature of the Chair, or Vice Chair in place of the Chair, as well as the signature of a second officer shall be required.

299
300
301
302
303
304
305
306
307
308
309

ARTICLE IX
ASSOCIATE MEMBERS

Section 1. Associate Members. The DDA may include in its meetings and activities persons known as Associate members who shall be non-voting members representing governments, agencies or institutions in the City of Blue Ridge. Associate Members may participate in DDA discussions and activities, provide reports from their respective agencies and serve on DDA committees, subject to approval by the Chair. The DDA may create or disband associate memberships as deemed necessary.

Section 2. Associate Membership. Associate members may include, but are not limited to, representatives from City of Blue Ridge, representatives of North Georgia College & State University or other appropriate associations.

Section 3. Obligations. Associate members are afforded regular participation in the DDA's public meetings and discussions and may thereby contribute information and exercise influence in these discussions. As such, Associate Members shall agree to be bound as are Directors by the rules as they apply regarding Conflicts of Interest and Confidentiality as recorded in these Bylaws.

The foregoing Bylaws were adopted by the City of Blue Ridge Downtown Development Authority this ____ day of _____, 2019.

By: _____
Chair of the Authority

Attest: _____
Secretary to the Authority

Adopted the ____ day of _____, 2019 by the Blue Ridge Development Authority.

Sworn and subscribed before me
This ____ day of _____, in the year _____.

Mayor, City of Blue Ridge

DDA Member signature

Chair, Blue Ridge Downtown Development Authority

338 **BLUE RIDGE DEVELOPMENT AUTHORITY**

339
340 **CONFLICT OF INTEREST/CONFIDENTIALITY AGREEMENT**

341
342 We, the undersigned Directors of the Blue Ridge Downtown Development
343 Authority, as well as Associate Members of the Authority, do hereby agree to be
344 bound by the Conflict of Interest, Disclosure and Confidentiality rules as
345 prescribed in the Bylaws of the DDA and the activating resolution dated December
346 11, 2019.

347
348 **DIRECTOR/MEMBER**

DATE

Michelle Moran

04/24/2019

Nathan Fitts

04/24/2019

Jay Hamilton

04/24/2019

Nichole Potzauf

04/24/2019

Jeff Depaola

04/24/2019

Gene Holcombe

04/24/2019

Cesar Martinez

04/24/2019

**Blue Ridge Downtown Development Authority/Better Hometown Board
Member Contract**

I, _____ understand that as a member of the City of Blue Ridge Downtown Development Authority, I have a legal and personal responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

As part of my responsibilities as a board member:

1. I will interpret the organization's work and values to the community, represent the organization, and act as a spokesperson.
2. I will attend at least 75% of board meetings, committee meetings, and special events.
3. I will act in the best interests of the organization and excuse myself from discussions and votes where I have a conflict of interest.
4. I will stay informed about what's going on in the organization. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies and other board matters.
5. I will attend required professional development training offered by the city in order to help me meet my responsibilities.
6. I will work in good faith with staff and other board members as partners towards creating and achieving our goals. Accepting the responsibility of being a working board member, I will annually take responsibility for at least one major project or area of work specified in our organizational work plan.

382
383 7. If I don't fulfill these commitments to the organization, I will expect the
384 Chairman to call me and discuss my responsibilities with me.

385 In turn, the organization will be responsible to me in several ways:
386

387 1. I can expect that monthly meetings will provide me with financial reports
388 and an update of organizational activities that allow me to meet the "prudent
389 person" standards of the law¹.
390

391 2. Opportunities will be offered to me to discuss with the executive director
392 and the Chairman the organization's programs, goals, activities, and status;
393 additionally, I can request such opportunities.
394

395 3. The organization will help me perform my duties by keeping me
396 informed about issues in the industry and field in which we are working, and
397 by offering me opportunities for professional development as a board
398 member.
399

400 4. Board members and staff will respond in a straightforward fashion to
401 questions that I feel are necessary to carry out my fiscal, legal and ethical
402 responsibilities to this organization. Board members and staff will work in
403 good faith with me towards achievement of our goals.
404

405
406 5. If the organization does not fulfill its responsibilities to me, I can call on
407 the Chairman and executive director to discuss the organization's
408 responsibilities to me.
409

410 Signed:
411

412 _____
413 Member, Downtown Development Authority
414

¹ The "Prudent Person Rule," applied in many legal settings in slightly differing language, states that an individual must act with the same judgment and care as, in like circumstances, a prudent person would act.

415

416 Chair, Downtown Development Authority

417

418 *The board chair should sign two copies of this agreement for each board member.*

419 *Each new board member should sign both, return one copy to the board chair, and*

420 *keep the other for reference.*

421

**A RESOLUTION OF
THE CITY OF BLUE RIDGE ISSUED
PURSUANT TO ITS' CHARTER AND OTHER LAWS**

PASSED: December 11, 2018

RESOLUTION NO. BR 2018-12-11

**AN ACTIVATING RESOLUTION BY THE CITY COUNCIL
FOR THE CITY OF BLUE RIDGE, GEORGIA FOR THE
ACTIVATION OF A DOWNTOWN DEVELOPMENT
AUTHORITY ("DDA") AS AUTHORIZED BY O.C.G.A. § 36-
42-5; TO APPOINT DIRECTORS OF THE DDA; TO
ESTABLISH BOUNDARIES OF THE DDA; TO PROVIDE FOR
THE REMOVAL OF DIRECTORS FOR CAUSE; TO
PROVIDE A SUNSET PROVISION AND FOR OTHER
PURPOSES;**

WHEREAS, General Assembly has created Downtown Development Authorities for each municipal corporation but requires the municipality to adopt an activating resolution; and

WHEREAS, the City of Blue Ridge determines that a DDA is vital to maintaining a vibrant and successful Central Business District and that said DDA will promote the public good and general welfare, tourism, trade, commerce, industry, development, redevelopment, re-location of businesses into the boundaries of the DDA and further create employment opportunities; and

WHEREAS, the City, pursuant to O.C.G.A. § 36-42-5, and for the reasons set forth in the above paragraph and others; finds there is a need for a DDA to operate within the boundaries of the City of Blue Ridge, Georgia and that said

operate will be in the best interests of the citizens and businesses located within the City limits of Blue Ridge, Georgia;

NOW THEREFORE LET IT BE RESOLVED AND ADOPTED;

SECTION I

Each and every provision contained within this Resolution shall be deemed material and shall be strictly construed. The failure by any director or officer of the DDA, or by the Board of the DDA, to comply with the terms of this Resolution shall render this activation resolution rescinded and as if said Resolution never occurred. Accordingly, pursuant to O.C.G.A. § 36-42-5, any further operation of the DDA shall be unlawful.

1.

Activation

There is hereby activated the public body corporate and politic to be known as the Downtown Development Authority of the City of Blue Ridge, Georgia ("DDA").

2.

Designation of Area

The downtown development area shall be as more particularly described and depicted on the attached Exhibit "A" (hereinafter "DDA Area").

Qualifications and Appointment of Directors of the DDA

The members of the board of directors shall be (1) Taxpayers residing in the City limits of the City of Blue Ridge, Georgia; (2) Owners or operators of businesses located within the DDA Area and who reside within Fannin County, Georgia; (3) any combination of (1) and (2); and (4) Notwithstanding any provision of this paragraph, one director appointed to the Board may reside outside of Fannin County; provided, however, that such appointed director owns a business within the DDA Area and is a resident of the State of Georgia provided, however, if, subsequent to the appointment of a director who does not reside within Fannin County, Georgia, said director ceases to own a business within the DDA Area that director shall immediately relinquish his or her seat on the board. At least four directors shall be persons who, in the judgment of the Mayor and City Council of the City of Blue Ridge, Georgia, either have or represent a party who has an economic interest in the redevelopment and revitalization of the DDA Area. The City Attorney shall confirm the qualifications of each director to serve on the Board of the DDA. If an initial appointed director fails to meet the qualifications set forth herein and in Georgia law, the applicable appointing authority shall

appoint a replacement director. If it is determined that a previously qualified director has ceased to be qualified, the City Attorney shall so inform the applicable appointing authority and a replacement director shall be appointed to finish the remainder of the original director's term.

4.

Appointment of Directors

The Mayor of the City of Blue Ridge shall appoint one director to the Board of Directors for a term of six years.

The Mayor hereby appoints: Jay Hamilton for a term of six years.

By majority vote on each proposed director or by unanimous consent, the City Council shall appoint five directors with two directors serving a term of two years, one director serving a term of four years and two directors serving a term of six years.

The City Council hereby appoints:

Gene Holcomb for a term of two years.

Jeff Depaola for a term of four years.

Michelle Moran for a term of four years.

Nichole Potzauf for a term of six years.

Cesar Martinez for a term of six years.

Pursuant to O.C.G.A. § 36-42-4, Nathan Fitts is hereby appointed to a term of two years provided, however, if said director ceases to be an elected official of the City of Blue Ridge, Georgia, the director position shall immediately be deemed vacant as a matter of law and the current City Council shall appoint a qualified director for the remainder of said term.

At the conclusion of each director's terms set forth herein, the terms shall be four years thereafter and the applicable appointing authority shall have the complete and sole discretion to either re-appoint the director or to appoint a new person as a director.

5.

Conflicts of Interests of Directors

Each director serving on the DDA shall comply with the provisions of O.C.G.A. § 45-10-3, relating to a code of ethics of members of boards, commissions, and authorities and shall not engage in any transaction with the DDA. However, pursuant to O.C.G.A. § 36-67A-1, the provisions of paragraph (9) of O.C.G.A. § 45-10-3 and paragraph (1) of O.C.G.A. § 36-67A-1 shall be deemed to have been complied with and the DDA may purchase from, sell to, borrow from, loan to, contract with, or otherwise deal with any director or member or any organization or person with which any director or member of the DDA is in any way interested or involved, provided (1) that any interest or involvement by

such director or member is disclosed in advance to the directors or members of the authority and is recorded in the minutes of the authority, (2) that any interest or involvement by such director with a value in excess of \$200.00 per calendar quarter is published by the authority one time in the legal organ in which notices of sheriffs' sales are published in each county affected by such interest, at least 30 days in advance of consummating such transaction, (3) that no director having a substantial interest or involvement may be present at that portion of an authority meeting during which discussion of any matter is conducted involving any such organization or person, and (4) that no director having a substantial interest or involvement may participate in any decision of the authority relating to any matter involving such organization or person. As used herein, a "substantial interest or involvement" means any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director or member as determined by the authority, which determination shall be final and not subject to review. See O.C.G.A. § 36-67A-1 and O.C.G.A. § 45-10-3.

6.

Removal of Directors for Cause

A Director may not be removed at the pleasure of the appointing authority. However, a Director can be removed for cause by a majority vote of the City Council and an endorsement of the removal by the Mayor. "Cause" means, for

purposes of this Resolution, any of the following (a) a conviction for any felony or other serious crimes of moral turpitude; (b) commission of fraud; (c) failure to meet the qualifications set forth in Paragraph 3 of this Resolution; (d) failure to comply with the conflict of interest requirements set forth in Paragraph 5 of this Resolution and/or O.C.G.A. § 36-67A-1 or O.C.G.A. § 45-10-3; (e) having three consecutive unexcused absences from meetings of the Board; and (f) publically engaging in outrageous and inappropriate conduct or publically making outrageous and inappropriate statements which bring public shame, embarrassment or valid ridicule upon the City or the DDA. For purposes of this Section, "outrageous conduct or statements" shall mean conduct or speech so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.

If the City is going to remove a director for cause, no later than fifteen (15) days before the Council Meeting at which the removal vote will be conducted, the City Attorney shall provide said director with a detailed written description of the specific alleged reasons for consideration of removal for cause and that the director has the right to appear before the City Council. The director shall then have ten (10) days to respond in writing and have the opportunity to appear before the Mayor and City Council at said meeting, with or without counsel, to present arguments on his or her behalf and before the vote on removal is conducted.

A director of the DDA may also be suspended if he or she is prosecuted for a felony by any State or the United States. For purposes of this Resolution, "prosecuted" shall mean the indictment by a grand jury or a formal accusation filed by a prosecutor. A suspension shall follow the same procedure set forth in this Paragraph for removal except that the appointing authority may appoint a temporary replacement director who shall hold office until the prosecution is resolved at the trial level or until the expiration of the suspended director's term. If a suspended director is acquitted or the prosecution is otherwise terminated, upon proper proof, the director shall be reinstated for the remaining portion, if any, of the term during which the suspension occurred.

7.

Bylaws and General Counsel

Subject to mandatory ratification by the City Council, the Board of the DDA shall be entitled to enact bylaws which comply with the terms of this Resolution and to amend same from time to time and as applicable. The City Attorney shall serve as general counsel to the DDA. If a conflict should arise between the DDA and the City [such as an intergovernmental agreement], the City Attorney shall represent the City and the Board shall be authorized to hire temporary outside counsel to represent the DDA until such time as the conflict is resolved.

Powers and Duties

8.

Subject to the terms and conditions set forth in this Resolution, the DDA shall have all of the powers necessary or convenient to carry out and effectuate the purposes of O.C.G.A. § 36-42-1 et seq. and without limiting the generality of the foregoing, the power: (1) To bring and defend actions; (2) To adopt and amend a corporate seal; (3) To make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the authority or to further the public purpose for which the authority is created, including, but not limited to, contracts for construction of projects, leases of projects, contracts for sale of projects, agreements for loans to finance projects, contracts with respect to the use of projects, and agreements to join or cooperate with an urban residential finance authority, created by the City of Blue Ridge within the DDA Area is located pursuant to the provisions of applicable provisions of Georgia law, in the exercise, either jointly or otherwise, of any or all of its powers for the purpose of financing, including the issuance of revenue bonds, notes, or other obligations of the DDA, planning, undertaking, owning, constructing, operating, or contracting with respect to any projects located within the DDA Area, for projects under subparagraph (B) of paragraph (6) of Code Section 36-42-3, within the territorial boundaries of the City of Blue Ridge, Georgia; (4) To acquire by purchase, lease,

or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the DDA; (5) To finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bonds, notes, or other obligations of the authority or any other funds of the authority, or from any contributions or loans by persons, corporations, partnerships (whether limited or general), or other entities, all of which the DDA is authorized to receive, accept, and use; (6) To borrow money to further or carry out its public purpose and to execute revenue bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its revenue bonds, notes, or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the DDA, to evidence and to provide security for such borrowing; (7) To issue revenue bonds, notes, or other obligations of the DDA and use the proceeds thereof for the purpose of paying, or loaning the proceeds thereof to pay, all or any part of the cost of any project and otherwise to further or carry out the public purpose of the DDA and to pay all costs of the DDA incidental to, or necessary and appropriate to, furthering or carrying

out such purpose; (8) To make application directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the DDA's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county, or municipal government or agency or other source; (9) To enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any agency thereof in order to further or carry out the public purposes of the DDA; (10) To contract for any period, not exceeding 50 years, with the State of Georgia, state institutions, or any municipal corporation or county of this state for the use by the authority of any facilities or services of the state or any such state institution, municipal corporation, or county, or for the use by any state institution or any municipal corporation or county of any facilities or services of the DDA, provided that such contracts shall deal with such activities and transactions as the DDA and any such political subdivision with which the DDA contracts are authorized by law to undertake; (11) To extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other

instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the DDA shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds; and, in the exercise of powers granted by this chapter in connection with any project, the DDA shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the DDA may deem necessary or desirable; (12) As security for repayment of any revenue bonds, notes, or other obligations of the authority, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the authority (including, but not limited to, real property, fixtures, personal property, and revenues or other funds) and to execute any lease, trust indenture, trust agreement, agreement for the sale of the DDA's revenue bonds, notes, or other obligations, loan agreement, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the authority, to secure any such revenue bonds, notes, or other obligations, which instruments or agreements may provide for foreclosure or forced sale of any property of the authority upon default in any

obligation of the DDA, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument. The State of Georgia, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, waives any right it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the DDA upon such default and agrees that any agreement or instrument encumbering such property may be foreclosed in accordance with law and the terms thereof; (13) To receive and use the proceeds of any tax levied by a the City of Blue Ridge to pay the costs of any project or for any other purpose for which the DDA may use its own funds; (14) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts; (15) To use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to the best advantage of the DDA and the public purpose thereof; (16) To acquire, accept, or retain equitable interests, security interests, or other interests in any real property, personal property, or fixtures by loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, pledge, conveyance, contract,

lien, loan agreement, or other consensual transfer in order to secure the repayment of any moneys loaned or credit extended by the DDA; (17) To appoint, select, and employ engineers, surveyors, architects, urban or city planners, fiscal agents, attorneys, and others and to fix their compensation and pay their expenses; (18) To encourage and promote the improvement and revitalization of the DDA Area and to make, contract for, or otherwise cause to be made long-range plans or proposals for the DDA Area in cooperation with the City of Blue Ridge, Georgia; (19) To exercise any power granted by the laws of this state to public or private corporations which is not in conflict with the public purpose of the DDA; (20) To do all things necessary or convenient to carry out the powers conferred by O.C.G.A. § 36-42-1 et seq.; (21) To serve as an urban redevelopment agency pursuant to Georgia law; (22) To contract with a municipal corporation to carry out supplemental services in a city business improvement district established pursuant to O.C.G.A. § 36-43-1 et seq.; and (24) To serve as a redevelopment agency pursuant to O.C.G.A. § 36-44-1 et seq. See O.C.G.A. § 36-42-8.

Funding

9.

The City may fund the DDA by direct allocation from the City's budget, by enacting a tax for said DDA Area pursuant to Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia and O.C.G.A. § 36-42-16, by taking the

actions described in O.C.G.A. § 48-5-220 and 48-5-350, by providing assistance via the City's employees, officials or attorneys or by rendering other assistance or funding that is lawful in the State of Georgia. However, the City is under no duty or obligation to provide financial assistance or other assistance of any sort and any and all such assistance or funding is completely voluntary.

No Liability for DDA Financial Obligations

10.

No bonds, notes, or other obligations of, and no indebtedness incurred by the DDA shall constitute an indebtedness or obligation of the City of Blue Ridge, Georgia and no act of the DDA shall constitute or result in the creation of an obligation or debt of the City of Blue Ridge, Georgia. However, pursuant to O.C.G.A. § 36-42-6, the City of Blue Ridge, Georgia may disapprove any proposed issue of revenue bonds, notes, or other obligations of the DDA.

Delivery of this Resolution

11.

Upon passage of this Resolution, the Clerk is hereby directed to transmit and file this Resolution with the Secretary of State and with the Georgia Department of Community Affairs.

SECTION 2

SEVERABILITY

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this Resolution not so held to be invalid, or the application of this Resolution to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 3.

EFFECTIVE DATE

The effective date of this Resolution shall be immediately upon its passage by the City Council and this Resolution shall last until January 1, 2025 at which time this Resolution will expire as a matter of law unless renewed by the City Council. This is an intentional sunset provision such that, unless renewed, on January 1, 2025 this activating resolution shall expire and, while the DDA will still exist, the DDA shall exist in the same form as the DDA existed prior to the

enactment of this Resolution and shall require another activating resolution to begin operations and to avoid violation of O.C.G.A. § 36-42-5.

SO RESOLVED, this 11 day of December, 2018.

BLUE RIDGE CITY COUNCIL

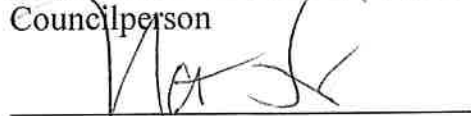
By:



Mayor



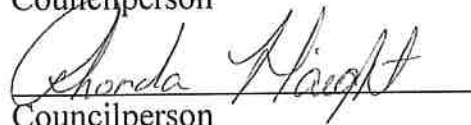
Councilperson



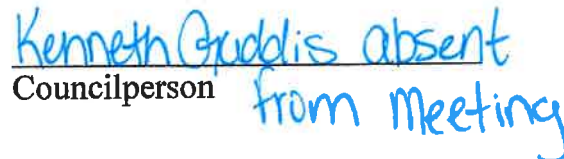
Councilperson



Councilperson

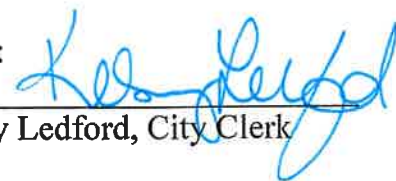


Councilperson

 absent from meeting

Councilperson

Attest:

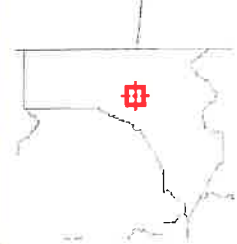


Kelsey Ledford, City Clerk

Exhibit "A" Downtown Development District



Overview



Legend

-  Parcels
-  Roads